

(Rs. 1000/-)

ABBOTTABAD UNIVERSITY
OF SCIENCE AND TECHNOLOGY
Phone No 0992-811722



TENDER DOCUMENT

FOR

PURCHASE OF TYRES FOR HINO BUSES

Eligibility Criteria

Following particulars/documents make merit for assessment of eligible bidders. Separate sealed proposals should provide following essential information/documentation:

Technical Bids

S.No	Description
1	Certificate of Company / Firm Registration/ Incorporation under the laws of Pakistan
2	Valid Income Tax Registration (NTN).
3	Valid General Sales Tax Registration (Status = Active with FBR as on the date of submission)
4	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
5	Compliance to the technical specifications of all items to be procured mentioned in BOQ.
6	In full compliance of the execution schedule and Delivery Period mentioned in tender document (Undertaking).
7	In case of authorized distributor, valid authorization certificate of the manufacturer must be provided.
8	Complete details of quoted items/ specifications
9	Compatibility & expandability features of equipment
10	Brochures/technical & operating manuals/compatibility features of equipment
11	Warranty/guarantee details of equipment (upto 50000KM or above)
12	Type of affiliation of firm with manufacturer of quoted items (if any)
13	Quality of the equipment/brand rating in the market
14	Availability of spare parts/technical support of quoted equipment in the market
15	Time line for delivery and project implementation details
16	Technical compliance of quoted items/specifications as per the required items/specifications set forth in the Bill of Quantity (BOQ) of Abbottabad University of sciences and technology Tender Documents.
17	Best quality of equipment/brand rating in the market
18	Easy availability of spare parts/technical support of quoted equipment in the market

Documents regarding “Eligibility Criteria” should be enclosed with Technical Bids. The proposals from firms/companies being qualified for the above specified Eligibility Criteria will only be considered for further evaluation process.

Financial Bids

S.No	Description
1	Cost of quoted items in Pak Rupee inclusive of all applicable taxes/duties/delivery charges etc.
2	Undertaking on legal paper of Rs.50 that firm/company has not provided the equipment less than the quoted price in any other Govt/Public Sector Organization d. Timeline for delivery
3	(maximum 05 weeks after issuance of Purchase Order) Minimum will be preferred e. Validity period of bid (Minimum 120 days from the date of opening)
4	Submission of bid security 2% in shape of DD/Pay Oder in the name of Treasurer
5	Any other relevant information

Note:

- **Bidders should read these conditions carefully and comply strictly while sending their tenders.**
- **If the Tenderer find any discrepancy, error, or omission in the tender Document he may notify it to the Abbottabad University of sciences and technology in writing two days before the closing date for Tenders.**
- **The University Purchase Committee reserves the right to accept or reject any or all quotations/Tenders without giving any reason. The decision of the University Purchase Committee shall be final and unchallengeable in any court of law.**

1. General

- All Quotations should reach the undersigned within due date as specified in the advertisement through registered post or by hand. The quotations for each item must be applied on separate and independent sheet.
- Tenders must be enclosed in a properly sealed envelope. Any cutting/ correction in bid will make quotation invalid.
- In case of quoting alternate prices, separate tender shall be purchased.
- The bidder shall mention validity of offer, terms of payment, guarantee/warranty period and schedule of delivery.
- Only Manufacturers / distributors / bona fide dealers of the goods shall give tenders. They shall, therefore, furnish necessary declaration for the same.
- Bidder, interested in bidding for one or more items separately, is allowed to do so. However, Abbottabad University reserves the right to award tender for accepting the bid for each item or bid of the whole items and can also change the quantity or specification of the

- purchases.
- The contractor shall notify forth in written form to the Abbottabad University of Sciences & Technology with any change in the constitution of the firm, etc. and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
 - The contractor, in respect of the contract, shall accept no new partner/ partners in the firm unless he / they agree to abide by all its terms, conditions and deposits with the Abbottabad University of sciences & Technology a written agreement to this affect. The contractor's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them.
 - Tenders forms shall be filled in ink or typed. No tender filled in pencil shall be considered.
 - The tenderer shall sign and stamp the tender form at each page. (Both side of page)
 - Rates shall be written both in words and figures. There should not be errors and / or over-writings. Corrections if any should be made clearly and initiated with dates.
 - The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
 - Abbottabad University of Sciences & Technology reserves the right to accept any tender not necessarily the lowest, reject any tender without assigning any reasons and accept tender for all or anyone or more of the articles for which tenderer has been given or distribute items of stores to more than one firm/ supplier.
 - The tender shall remove the rejected articles within 15 days of intimation of rejection, after which Abbottabad University of Sciences & Technology shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as it thinks fit, at the tenderers risk and on his account.
 - The evaluation will be based on the comparison specification/ model/ makes and expiry. Abbottabad University of Sciences & Technology reserves the right to choose the specification/ models/ makes at its discretion.

2. BID price

- The Bidder shall indicate in his offer, list of items with specifications, standard accessories, make and origin, the unit price and total Bid prices of the goods (Pak Rupees) and shall be inclusive of all taxes, duties, LC opening Charges and all other allied requirement charges, or hidden charges.
- Prices of the optional accessories should be quoted separately. Rates quoted should be F.O.R and C & F, (Pak Rupees) Abbottabad University of Sciences & Technology

- Taxes levied by the government, if any, shall be paid by the bidder and must be included in the quoted prices.
- Abbottabad University of Sciences & Technology is exempted from the whole of customs duties under to the Ministry of finance, economic affairs statistics and revenue rules.
- In case of supply from local market or from ready stock, security @ 10% of the total bill will be deducted for a period of one year and will be released subject to receiving satisfactory report from the concerned office. While in the case of C & F prices, the call deposit will be considered as security and retained as stated above.
- In case of items supplied from local stock, sales Tax and Income Tax will be deducted from the supplier's bill as per government rules. 80% GST will be refunded subject to the provision of Sale Tax invoice.

3. Currencies of BID

- The prices shall be quoted in Pakistani rupees in case of F.O.R and foreign currencies in case of C&F.
- Letter of Credit (LC) will be opened by the University for the Import of some items/ equipments in case of C&F.

4. BID validity

- The Bid will remain valid and open for acceptance of the purchaser for a period of 120 days from the specified date of opening or closing of financial year on the case may be.

5. Earnest Money

- The Quotation must be accompanied with a call deposit of 2% of the local quoted prices with their offer in the form of demand draft/pay order in favor of "Treasurer, Abbottabad University of Sciences & Technology", (refundable).
- The earnest money shall be denominated in Pakistani rupees and shall be in the form of demand draft, pay order or call deposit, issued by Pakistani bank or branch of a foreign bank, operating in Pakistan,
- In case of alternate prices, earnest money will be based on the maximum quoted price of the same items. The demand draft shall be returned to unsuccessful bidders.
- The earnest money may be forfeited in the following cases:
 - When tenderer withdraws or modifies the offer, after opening of tender but before acceptance of tender,
 - When tenderer does not execute the agreement if any, prescribed within the

specified time.

- When the tenderer does not deposit the security money after supply order is given.
- When he fails to commence the supply of the items as per supply order within the time prescribed.

6. Signing of BIDS

- The person signing the Bids shall initial all the pages of the bid along with official seal/stamp where entries are made.

7. Dead Line for submission of Bids

- 8.** All Bids must reach and be received by the Procurement Office on **29-12-2022 (1100hrs)** or before during the office hours. Technical Bids will be open on same date i.e., Bids will open at same day i.e., 29-12-2022 at 11:30 am in meeting room of Vice Chancellor office Abbottabad UST.

9. Late BIDS

- Late bids receiving through couriers will also not be entertaining.

10. Canvassing

- Counseling or canvassing staff or elected representatives by any Tenderer will become liable to disqualification.

11. Delivery of Equipment / Items

- The items/ equipment (s) will be supplied in packed form and opened in front of the University Purchase Committee. The working manuals, circuit diagrams, related literature and computer programs, if any, must accompany the items/ equipment (s) in original.
- The tenderer shall be responsible for the proper packing, so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination.
- In the event of any loss, damage, breakage or leakage or any shortage the tenderer shall be liable to make good such loss and shortage found at the checking / inspection of the material by the consignee. No extra cost on such account shall be admissible.
- The goods will be delivered at the destination gone down in perfect condition.
- The supplier, if he so desires may insure the valuable goods against lost by theft, destruction or damage, by fire, flood under exposure to whether or otherwise viz., (war, rebellion, riot, etc.).

- The insurance charges will be borne by the supplier and Abbottabad University of Sciences & Technology will not be required to pay such charges if incurred.

12. Performance Security (if required)

- Within one week of issuance of the purchase order successful bidders shall furnish to Abbottabad University of Sciences & Technology, the performance security bond as per *Annexure A* equivalent to 10% of the bid price in the form of bank guarantee (if required), the performance security shall be payable to Abbottabad University of Sciences & Technology as compensation for any loss resulting from the suppliers failure to complete its obligation.
- The performance security will be discharged by the University and returned to the supplier after completion of the supplier's performance obligations under the contract.

13. Forfeiture of Security Deposit

- Security amount in full or part may be forfeited in the following case:
 - When the terms and conditions of contract is breached.
 - When the Tenderer fails to make complete supply satisfactorily.
 - Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Committee in this regard shall be final.

14. Mode of Payment

- Payment shall be made in the form of cheque which shall be issued after receipt of equipment / items, installation and inspection, according to the following schedule.
 - 90% payment will be made only after the equipment (s) is fully installed and comes in working condition.
 - 10% after one year from the date of commissioning.
- No advance payment will be made. Payments will be made subject to the clearance of account and audit cells.
- The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful tenderer shall arrange supplies within the specified period.
- If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the committee, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

15. Prices

- Prices charged by the supplier for goods delivered in services performed under the contract shall not exceed the prices quoted by the supplier in its bids. The quantity of items to be purchased can be increased / decreased at the approved rates.
- Abbottabad University of sciences and technology reserves the right to consider a total package deal for all or group of some equipment with a total lowest quoted price for the package rather than lowest prices for the individual items.

16. Standard

- The equipment supplied must be tropicalized and it must be capable of functioning under the climatic conditions of Abbottabad.
- There shall be no deviation from specification and country of make as provided with each item. In case of any ambiguity in specification/accessories needed for the full functioning of the equipment, the firm must clear it with the Purchase Committee. However, the decision of the Committee will be final.
- The goods with standard accessories supplied under this contract shall conform to the standard maintenance in the technical specification along with the set of operational and maintenance manual. It will be the responsibility of the supplier to quote equipment in complete package.

17. Training

- The firm supplying the item/ equipment (s) will demonstrate the operation / working of the equipment (s) to the satisfaction of the quarter concerned and provide training if needed.

18. Calibration of item/equipment

- The approved firm will install the equipment (s) in the presence and satisfaction of the Purchase Committee. In case of any defect in the supplied equipment (s) or if it is not in accordance with the desired specification, the item will be changed at the cost of the supplier.

19. Guarantee / Warranty

- The Tenderer would give comprehensive onsite warranty / guarantee that the goods / stores / articles would continue to conform to the description and quality as specified for up to 50000KM or above from the date of delivery of the said goods/stores/articles to be purchased and that notwithstanding the fact that the purchaser may have inspected and/or approved the said goods/stores/article, if during the aforesaid period of one year, the said

goods/stores/articles, be discovered not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Committee in that behalf will be final and conclusive), the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/articles/stores will be at the seller's risk and all the provisions relating to rejection of goods etc. shall apply.

- The Tenderer shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejection by Purchase Committee, otherwise the tenderer shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the University Purchase Committee in that behalf under this contract or otherwise.
- The tenderer shall also replace machinery and equipment, in case it is found defective which cannot be put to operation due to manufacturing defect, etc. In case of machinery and equipment specified by the University Purchase Committee, the tenderer shall be responsible from carrying out annual maintenance and repairs on the terms and conditions as may be agreed. The tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the University Purchase Committee who may like to purchase spare parts from them to maintain the machinery and equipment in perfect condition.
- The firm must have a representative office in Peshawar/Islamabad/Lahore, which can be contacted in case of any problem encountered during the working of equipment (s).

20. Conforming Tender

- A conforming tender is defined as follows:
 - It is submitted on time.
 - It is lodged at the nominated place.
 - All required forms are completed.
 - Documents are properly signed.
 - It complies with the tender conditions.
 - There are no commercial and contractual qualifications to the tender.

- A non-conforming tender is one, which does not satisfy the above requirements and it may be rejected.

21. Disqualification of Tender

- The tenderer shall observe all relevant statutory and legal requirements when complete the tender. Any Tender engaged in collusion with other tenderers shall be disqualified from tendering.

22. Delay in Delivery

- In case of extension in the delivery period, the recovery shall be made on the basis of following percentages of value of goods stores / work completion which the tenderer has failed to supply / complete the work.

23. Conditions with Percentage

- a. Delay up to one fourth period of the prescribed delivery period. **2.5 %**
 - b. Delay exceeding one fourth but not exceeding half of the prescribed period. **5.0 %**
 - c. Delay exceeding half but not exceeding three fourth of the prescribed period. **7.5 %**
 - d. Delay exceeding three fourth of the prescribed period. **10.0 %**
- Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day. The maximum amount of shall be 10%.
 - The security money shall be refunded immediately after expiry of warranty period provided there is no breach of contract by the supplier and provided there is no outstanding against the tenderer.
 - The Tender will be process as per KPPRA/PPRA rules & “**Single Stage-one Envelop Procedure**”

24. Recoveries

Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills.

C&F = Cost and freight basis

FOB = Freight on Board

PECIAL CONDITIONS OF THE CONTRACT

1. Inspection of materials.

All items shall be subject to inspection and shall be approved by the University Purchase Committee. The University Purchase Committee may reject such materials as are considered by him to be below standard specifications, size or quality. The Contractor shall provide all labor at his own expense for handling during inspection. Any item rejected by the University Purchase Committee, shall not be used and shall be removed from site by the Contractor.

2. Responsibility against damages

Before and up to the whole of the supply is completed and have been finally handed over to the University and a proper completion certificate thereof obtained by the Contractor, the Contractor shall be responsible for all and any damage caused to the materials or installed works, through accident, improper handling, transport or any other cause whatsoever and shall repair, remove or replace the same and compensate the University against all such losses. The supplier will be bound to test and commission all supplied items.

3. Laboratory Test

The Vice Chancellor has the power to order for conducting material quality assurance test which he deems necessary and the cost of such tests will be borne by the contractor. No claim in this regard will be entertained for payment.

4. Technical & Financial Bid

The tenderers should prepare a detailed proposal (Technical & financial) on the basis of requirements provided in the BOQ clearly showing the specification and make (with country of origin) of each and every item. All proposals will be reviewed by the

University Purchase Committee along with expert/technical members & the best suitable (technically & financially) proposal will be approved.

Annexure -A

Performance Bond (if required)

To

The Treasurer
Abbottabad University of sciences and technology
Dear Sir,

The AGREEMENT DATE: _____ BETWEEN Abbottabad University of sciences and technology & M/S _____ NO. _____ in consideration of your having concluded a CONTRACT Evidenced by purchase order No. _____ Dated. _____. With Messer's _____ (supplier) for _____ and in consideration of value received from the supplier, we agree and undertake as follows:

1. To make conditional payment of _____ or unconditional payments from time to time is called upon totaling the said sum of _____ being 10 % of the contract price mentioned in the said purchase order / agreement upon your written demand (s) without further recourse, questions or reference to the suppliers default in compliance with its obligations, liabilities and responsibilities arising under and in pursuance of the warranties and guarantees committed in the said purchase order / agreement.
2. To accept written intimate (ion) from you is sufficient evidence of default or non compliance as aforesaid in the part of supplier and to make payment accordingly within 15 days of receipt of the written intimations.
3. To keep this guarantee in full force from the date of this guarantee up to two year after the date of installation and successful operation of items/ equipments.
4. No grant of time or other indulgence to or composition or arrangement with supplier in respect of the performance of its obligation under and pursuance of the said agreement / purchase order of any clause thereof, with or without notice to us shall in any manner discharge or otherwise how so ever effect this guarantee and out liabilities and commitments here under.
5. This guarantee should also cover obligations of the supplier so for as the liquidated damages as concerned as provided in agreement / purchase order any recovery on account of liquidated damages shall not reduce the value of 10% provided here in.
6. This guarantee shall be binding on us at our successors in interest and shall be irrevocable.

Name of Person & Designation
Name of Firm/Company

THE TENDER

**Convener
Purchase Committee,
Abbottabad University of Science & Technology
Havelian Abbottabad .**

1. Having examined the General Terms & conditions of the Contract, and the specifications for the above works, I/We, the undersigned, offer to construct, complete and maintain the whole of the said works in conformity with the said General Terms and Conditions of Contract and specifications herewith submitted for an amount of Rs. _____/- (Rupees _____ only).
2. We undertake, if our tender is accepted, to deliver the items within specified time after the receipt of the purchase order.
3. We hereby agree to abide by and fulfill all the terms and provisions of the contract Hereto annexed or in default thereof to forfeit and pay to the University the sums of money mentioned in the said conditions of contract.
4. We also agree that the sums of Earnest Money submitted herewith:-
 - a. May be absolutely forfeited by the University without prejudice to any other rights or remedies of the University, should we fail to deliver the items within one month of the issuance of Purchase order or withdraw or modify our tender.
 - b. May be retained by the University as and by way of Security deposit.
5. We understand that the Vice Chancellor AUST is not bound to accept the lowest tender and has the right to reject any or all tenders by assigning reason thereof and that the decision of the Vice Chancellor AUST in this respect shall be absolute, final and binding without any question or claim whatsoever from any quarter.
6. Pending execution of a formal agreement, this tender together with the Vice Chancellor acceptance thereof shall constitute a binding contract between us.

Memorandum

a)	Name of Work	PURCHASE OF TYRES FOR BUSES
b)	Earnest Money	2% of quoted cost
c)	Percentage of Retention Money/ Security Deposit	10% of amount due to the contractor
d)	Time of Completion	30 days from the issuance of Purchase Order
e)	Liquidated Damages	1/5 percent of the Contract amount per day or part of day that the work remains Incomplete after the expiry of Completion period. Up to 10% of the contract amount.
f)	Period of Maintenance	Upto 50000 KM

Dated this _____ day of _____ 2022

Signature with name: _____ in the capacity of
_____ duly authorized to sign tenders, For and on behalf of
_____.

(Name of Firm in Block Letters)

Witness: _____

Address: _____

Note: Selected items of specialized countries shall be considered for evaluation.

Name of Person & Designation

SPECIFICATION OF TYRES

S. No	Description	Qty	Unit Price including all Taxes	Total Price including all Taxes
1	<ul style="list-style-type: none"> • Tyres for Hino Bus with Tubes • All other accessories (if any) Size: 1000 x 20 Warrenty:50000KM Fresh Tyres Bridge stone or Equivalent	06		
2	<ul style="list-style-type: none"> • Tyres for Hino Bus with Tubes • All other accessories (if any) Size: 750/16 Warrenty:50000KM Fresh Tyres Bridge stone or Equivalent	06		
	Total Price including all taxes			

 Contractor